

RECEIVED
SUPREME COURT
STATE OF WASHINGTON
Oct 20, 2011, 2:42 pm
BY RONALD R. CARPENTER
CLERK

NO. 86207-9

RECEIVED BY E-MAIL

**SUPREME COURT
OF THE STATE OF WASHINGTON**

KEVIN SELKOWITZ, an individual

Plaintiff,

v.

LITTON LOAN SERVICING LP, a Delaware Limited Partnership; NEW CENTURY
MORTGAGE CORPORATION, a California Corporation; QUALITY LOAN SERVICE
CORPORATION OF WASHINGTON, a Washington Corporation; FIRST AMERICAN TITLE
INSURANCE COMPANY, a Washington Corporation; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a Delaware Corporation; and DOE Defendants 1-20,

Defendants.

ON CERTIFIED QUESTIONS FROM THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON, CASE No. 3:10-cv-05523-JCC

**DEFENDANT FIRST AMERICAN TITLE INSURANCE COMPANY'S
RESPONDING BRIEF**

Kennard M. Goodman, WSBA #22823
Ann T. Marshall, WSBA #23533
BISHOP, WHITE, MARSHALL & WEIBEL, P.S.
720 Olive Way, Suite 1201
Seattle, Washington 98101
(206) 622-5306, Ext. 5907

ORIGINAL

TABLE OF CONTENTS

<i>Table of Authorities</i>	ii
I. CERTIFIED QUESTIONS	1
II. STATEMENT OF THE CASE	1
III. ARGUMENT	3
IV. CONCLUSION	7
APPENDIX	9

TABLE OF AUTHORITIES

Cases

<i>McCormick v. Milner Hotels, Inc.</i> , 53 Wn.2d 207, 339 P.2d 239 (1958)	6
<i>Mutual Reserve Ass'n v. Zeran</i> , 152 Wash. 342, 277 P. 984 (1929) ...	4
<i>Pruitt v. Savage</i> , 128 Wn.App. 327, 115 P.3d 1000 (2005)	6

Statutes

RCW 61.24.010(2)	4, 6
------------------------	------

Treatises

Gose, <i>Deeds of Trust</i> , WASHINGTON REAL PROPERTY DESKBOOK (3 rd ed. 1996), Vol. IV, § 57.8	6
Stoe buck & Weaver, <i>Real Estate: Transactions</i> , 18 WASH. PRACTICE (2 nd ed. 2004)	5, 6

I. CERTIFIED QUESTIONS

The United States District Court for the Western District of Washington (Hon. John C. Coughenour) has certified three questions to the Washington Supreme Court:

- A. Is Mortgage Electronic Registration Systems, Inc., a lawful “beneficiary” within the terms of Washington’s Deed of Trust Act, Revised Code of Washington section 61.24.005(2), if it never held the promissory note secured by the deed of trust?
- B. If so [sic], what is the legal effect of Mortgage Electronic Registration Systems, Inc., acting as an unlawful beneficiary under the terms of Washington’s Deed of Trust Act?
- C. Does a homeowner possess a cause of action under Washington’s Consumer Protection Act against Mortgage Electronic Registration Systems, Inc., if MERS acts as an unlawful beneficiary under the terms of Washington’s Deed of Trust Act?

II. STATEMENT OF CASE

Defendant First American Title Insurance Company (“First American”) successfully moved for dismissal pursuant to Fed.R.Civ.P. 12(b)(6). Accordingly, with respect to First American, there are no “facts”

other than what appears in the Complaint served and filed by Plaintiff Kevin Selkowitz (“Selkowitz”).

As security for a loan from Defendant New Century Mortgage Corporation, Selkowitz executed a deed of trust on November 1, 2006, which identified First American as the trustee and named Defendant Mortgage Electronic Registration Systems, Inc. (“MERS”), as beneficiary in its capacity as nominee for New Century Mortgage Corporation. *See* Complaint, pp. 3-4 at ¶ 3.1.¹ Defendant Quality Loan Service Corporation of Washington was substituted for First American as trustee through an Appointment of Successor Trustee recorded in the King County Auditor’s Office on May 20, 2010, under Recording No. 20100520000866. *See* Complaint, p. 4 at ¶ 3.3. First American never took action with regard to the deed of trust in any manner. Nonetheless, Selkowitz named First American as a party and served it with the summons and complaint in the action.

First American filed its motion to dismiss after the lawsuit was removed from King County Superior Court to the United States District Court. *See* Docket No. 7. Judge Coughenour granted the motion, without

¹ The record is cited herein by referring to the docket number (“Docket No.”) of the items designated by the United States District Court in its order certifying the questions to this Court. In this first instance, however, the Complaint is included in the Notice of Removal, which is Docket No. 1 in the United States District Court, but was not included in the documents designated by the District Court. Accordingly, a copy of the Complaint, without exhibits, is attached as Appendix A to this brief.

oral argument. *See* Docket No. 22. The Court stated, “Plaintiff brings a wide range of claims, none of which is supported by fact or law.” Docket No. 22, p. 3. Judge Coughenour also noted,

Plaintiff’s claims are deficient in several respects.
Plaintiff’s allegations are conclusory, his statements of the law erroneous, and his briefing devoid of facts.

Docket No. 22, p. 5.

III. ARGUMENT

Selkowitz’s lawsuit challenges the validity of a non-judicial foreclosure when MERS is named as the beneficiary in the deed of trust in its capacity as the nominee (*i.e.*, agent) of the lender and its successors and assigns, and the original lender is not the entity requesting the foreclosure. First American has no stake in this lawsuit, other than avoiding the expenditure of legal fees defending against claims that the District Court held are not supported by fact or law.

None of First American’s interests are implicated by the first certified question concerning MERS’s capacity to be named as “beneficiary” in a deed of trust. The third certified question — Is MERS subject to liability under the Consumer Protection Act? — is equally

irrelevant to the title company. Consequently, First American leaves argument on those issues to MERS and the other defendants.²

First American's interests may, in a very limited manner, be implicated by resolution of the District Court's second question. First American is a former trustee that has been replaced through a substitution of trustee executed by MERS. Should this Court rule for some reason that the appointment of successor trustee is invalid, then First American might still be the trustee. First American, therefore, addresses the second question certified by the United States District Court in this narrow context.

A trustee to a deed of trust is typically identified by the beneficiary, who has complete discretion to substitute a new trustee at any time. *See* RCW 61.24.010(2) (trustee may be replaced by beneficiary; if no trustee is named in deed of trust or if trustee resigns or otherwise cannot serve, "the beneficiary shall appoint a trustee or successor trustee"); *see also* *Mutual Reserve Ass'n v. Zeran*, 152 Wash. 342, 350, 277 P. 984 (1929) ("The trustee is a mere nominal party, without interest in the subject-matter, who is named only as the instrument through which

² First American agrees that MERS is a lawful "beneficiary" under Washington's Deed of Trust Act (RCW Chapter 61.24) and that well-established laws of contract and agency permit MERS to function as a "beneficiary" of a deed of trust in its capacity as nominee for the lender. Of course, if this Court concludes that MERS is a lawful "beneficiary" or agent thereof, then it will not need to address the second certified question.

the rights of the real parties may be protected and enforced"). The trustee typically is not even aware of its appointment when the borrower initially executes the deed of trust:

There is no statutory requirement that the deed of trust be placed in the trustee's hands or that the trustee even know he or it is named as such at the outset. Therefore, it is a common practice not to deliver the trust deed to the trustee until some action on his or its part is required, usually reconveyance or foreclosure.

Stoebuck & Weaver, *Real Estate: Transactions*, 18 WASH. PRACTICE § 20.8 (2nd ed. 2004) at 412.

In a nonjudicial foreclosure, the beneficiary notifies the trustee of a default and requests the trustee to commence the foreclosure. *See* Stoebuck & Weaver, 18 WASH. PRACTICE § 20.10 at 418, *supra*. Selkowitz argues that the foreclosure on his property is improper because the substitution of trustee is invalid on the ground that MERS does not qualify as a beneficiary under Washington law. Even in the unlikely event that Selkowitz prevails on that argument, he still has no basis for a claim against First American. Invalidating the substitution *might* result in reinstatement of the original trustee under the deed of trust on the theory

that the parties should be returned to the *status quo ante*.³ That does not create a basis for imposing liability on the original trustee.

From First American's perspective, the key point is that, if the substitution is invalid, the original trustee has played no role in the current foreclosure challenged by the borrower. Indeed, the original trustee would likely have no idea that it was ever even identified as a trustee, and it had no duty to act until it was requested to reconvey or foreclose. *See* Stoeck & Weaver, 18 WASH. PRACTICE § 20.8 at 412, *supra*; Gose, *Deeds of Trust*, WASHINGTON REAL PROPERTY DESKBOOK (3rd ed. 1996), Vol. IV, § 47.8 at 47-11 ("trustee's duties and obligations to all parties arise only in the nonjudicial foreclosure setting"). A defendant with no duty to act and who does not act has no liability to a plaintiff. *See, e.g., McCormick v. Milner Hotels, Inc.*, 53 Wn.2d 207, 339 P.2d 239 (1958); *Pruitt v. Savage*, 128 Wn.App. 327, 115 P.3d 1000 (2005). Because the original trustee was never requested to foreclose and never took part in the challenged foreclosure, the borrower has no ground to claim relief against the original trustee.

³ On the other hand, given a beneficiary's virtually complete control over selection of the trustee, it would be just as reasonable to deem the deed of trust as not identifying any trustee and requiring the proper beneficiary to appoint a new trustee. *Cf.*, RCW 61.24.010(2) ("if a trustee is not appointed in the deed of trust ..., the beneficiary shall appoint a trustee").

In sum, as the original trustee who has been substituted out, First American has no responsibility for the current foreclosure on Selkowitz's property. Selkowitz does not, and cannot, show that he has any existing claim for relief as against First American based on the foreclosure itself or the purportedly improper substitution of trustee that was effected by a third party. Therefore, it is error for Selkowitz, the borrower, to include First American, the former trustee that has never participated in the current, or any other, foreclosure of Selkowitz's property, as a defendant.

IV. CONCLUSION

If a Court rules the substitution of trustee is invalid, then either the original trustee should be reinstated or, alternatively, the deed of trust should be deemed to not appoint any trustee: as a practical matter, it makes no difference which result is adopted because the beneficiary has complete discretion to appoint a new trustee to conduct any further foreclosure if it wants to replace the original trustee. Most importantly, the entity who is replaced through an invalid substitution of trustee and who plays no role in the ensuing foreclosure, is not a proper, much less necessary, party to any lawsuit by the borrower to challenge the foreclosure.

Accordingly, First American respectfully submits that, from its perspective, the answer to the United States District Court's second question, "What is the legal effect of Mortgage Electronic Registration Systems, Inc., acting as an unlawful beneficiary under the terms of Washington's Deed of Trust Act?" is, "The last properly appointed trustee on a deed of trust has no liability to the borrower if a new trustee was substituted by MERS."

Dated: October 20, 2011

Respectfully Submitted,

BISHOP, WHITE, MARSHALL & WEIBEL, P.S

By: /s/ Kennard M. Goodman
Kennard M. Goodman, WSBA #22823
Ann T. Marshall, WSBA #23533

Attorneys for Defendant
First American Title Insurance Company

APPENDIX A

IN THE SUPERIOR COURT FOR THE COUNTY OF KING
STATE OF WASHINGTON

KEVIN J. SELKOWITZ, an individual,	NO. 10-2-24157-4 KNT
Plaintiff	
v.	COMPLAINT FOR TEMPORARY RESTRAINING ORDER AND PERMANENT INJUNCTION; ACTION TO QUIET TITLE; WRONGFUL FORECLOSURE; LIBEL/DEFAMATION OF TITLE; MALICIOUS PROSECUTION; VIOLATION OF THE TRUTH IN LENDING ACT 15 U.S.C. § 1601, <i>et seq.</i> ; VIOLATION OF THE CONSUMER PROTECTION ACT, RCW 19.86, <i>ET. SEQ.</i> ; VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. §§ 1962, <i>et seq.</i>
LITTON LOAN SERVICING LP, a Delaware Limited Partnership; NEW CENTURY MORTGAGE CORPORATION, a California Corporation; QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, a Washington Corporation; FIRST AMERICAN TITLE INSURANCE COMPANY, a Washington Corporation; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware Corporation, and DOE Defendants 1-20,	(Clerks Action Required)
Defendants.	

COMES NOW the Plaintiff, KEVIN SELKOWITZ, by and through his attorneys,
RICHARD LLEWELYN JONES, P.S., and files this Complaint against the Defendants hereby
alleging as follows:

I. PARTIES

1.1 *Plaintiff.* Plaintiff, KEVIN SELKOWITZ, is now and was at all times herein
mentioned a resident in Bellevue, King County, Washington. Said Plaintiff is the owner of
certain real property, situated in King County, state of Washington, legally described as follows:

COMPLAINT
Page 1

RICHARD LLEWELYN JONES, P.S.

ATTORNEY AT LAW
2050 - 112th Avenue N.E.
Suite 230
Bellevue, Washington 98004
(425) 482-7322

Unit 4, Building 2-6 of Lakemont Ridge, a Condominium recorded in volume 125 of Condominiums, pages 6 through 14, according to the declaration thereof, recorded under King County Recording Number 9506140732 and any amendments thereto; Situate in the City of Bellevue, County of King, State of Washington.

Commonly known as: 6617 Southeast Cougar Mountain Way, Bellevue, WA 98006 (hereinafter "the Property").

1.2 *Defendant Litton Loan Servicing LP.* LITTON LOAN SERVICING, LP, is a limited partnership, organized under the laws of the state of Delaware, conducts businesses within the State of Washington and has a registered agent in Tumwater, Thurston County, Washington. This Defendant is hereinafter referred to as "Litton".

1.3 *Defendant New Century Mortgage Corporation.* NEW CENTURY MORTGAGE CORPORATION was a corporation organized under the laws of the State of California that provided sub-prime home mortgage loans and refinancing services and had a business address in Irvine, Orange County, California and at all times relevant to this cause of action has conducted businesses within the State of Washington. This Defendant is hereinafter referred to as "New Century".

1.4 *Defendant Quality Loan Service Corporation of Washington.* QUALITY LOAN SERVICE CORPORATION is a Washington corporation which acts as a foreclosing trustee in connection with foreclosing on deeds of trust secured by real property located in King County, Washington and in other counties within the State of Washington and has a registered agent address in Poulsbo, Washington. This Defendant is hereinafter referred to as "QLS".

1.5 *Defendant First American Title Insurance Company.* FIRST AMERICAN TITLE INSURANCE COMPANY is, upon information and belief, a title insurance company operating in the State of Washington. This Defendant is hereinafter referred to as "FATCO".

1.6 Defendant Mortgage Electronic Registration Systems, Inc. MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC., is an inactive Washington corporation. This Defendant is hereinafter referred to as "MERS".

1.7 Doe Defendants 1-20. Doe Defendants 1-20 were at all times mentioned herein, the Defendants, and each of them, were the principals, successors or assigns, agents, servants, representatives and/or employees of each of the remaining Defendants and were acting within the course and scope of such agency or employment. The exact terms and conditions of any succession, assignment, agency, representation or employment relationships are presently unknown to Plaintiff, but when the information is ascertained, leave of court will be sought to insert the appropriate allegations.

1.8 No party named herein is a minor, in the military service of the United States, as defined by the Soldier's and Sailor's Relief Act of 1942, as subsequently amended and recodified under the Service members Civil Relief Act, or otherwise incompetent.

1.9 At all time relevant to this cause of action, the above-named Defendants acted for and on behalf of themselves, each other and, where appropriate, their respective marital communities.

II. JURISDICTION AND VENUE

2.1 This court has jurisdiction and venue is properly laid with this court because this action involves title to certain real property located in King County, Washington.

III. FACTS

3.1 Plaintiff executed a Deed of Trust on November 1, 2006, with Defendant FATCO as trustee, naming MERS as purported beneficiary; the lender was identified as New Century

1 Mortgage Corporation. This instrument was recorded in King County under Recordation No.
2 20061101000910, encumbering the Property. A true and correct copy of said deed of trust is
3 attached here and incorporated herein by this reference as *Exhibit "A"*.

4 3.2 As of November 1, 2006, and subsequently at all times thereafter, the Plaintiff
5 owed to MERS no monetary or other obligation under the terms of any promissory note or other
6 evidence of debt executed contemporaneously with the deed of trust referenced in paragraph 3.1.

7 3.3 On May 12, 2010, Defendant MERS executed, as beneficiary of the security
8 instrument referenced in paragraph 3.1, an Appointment of Successor Trustee nominating
9 Defendant QLS as trustee. This instrument was recorded in King County under Recordation No.
10 20100520000866 on May 20, 2010. A true and correct copy of said Appointment of Successor
11 Trustee is attached here and incorporated herein by this reference as *Exhibit "B"*.

12 3.4 On May 27, 2010, Defendant QLS executed a Notice of Trustee's Sale in
13 connection with the Property. This instrument was recorded in King County under Recording
14 Number 20100601001460 on June 1, 2010. A true and correct copy of said notice is attached
15 here and incorporated herein by this reference as *Exhibit "C"*.

16 3.5 A search of the public records indicates that no assignment of the Deed of Trust
17 or Note has ever been recorded. Upon information and belief, MERS has never owned the debt
18 secured by the Deed of Trust at issue herein. Further, Defendant MERS never obtained
19 possession of the Promissory Note which secures the subject Deed of Trust.

20 **IV. CAUSE OF ACTION VIOLATION OF CONSUMER PROTECTION ACT**

21 4.1 Plaintiff repeats and realleges each and every item and allegation above as if
22 fully and completely set forth herein.

1 4.2 Defendants Litton, New Century, FATCO, MERS and QLS have violated the
2 Consumer Protection Act, *RCW 19.86, et seq.*, through a course of conduct in executing,
3 recording and relying upon documents that it knew or should have known to be false and that
4 have the capacity to deceive a substantial portion of the public.

5 4.3 In promulgating false and improperly executed documents Defendants are
6 engaged in deceptive acts.

7 4.4 Defendant QLS violated provisions of *RCW 61.24* and *15 U.S.C. §1692*, per se
8 violations of *RCW 19.86*.

9 4.5 Defendants have engaged in these activities as part of a normal course of business
10 and commerce. Such activities are likely to be repeated affecting the people of the State of
11 Washington.

12 4.6 The public interest is negatively impacted by the pattern of conduct engaged in
13 by Defendants as evidenced by the repeated acts and obvious potential for repetition.

14 4.7 The Plaintiff has suffered injury as outlined above and below, in addition the
15 distraction and loss of time to pursue business and personal activities due to the necessity of
16 addressing the wrongful conduct through this and other actions. These injuries are solely the
17 result of the conduct of the Defendants in this action.

18 4.8 Several named Defendants are jointly and severally liable as said Defendants
19 knowingly executed and directed documents to Plaintiff or Defendant QLS at such time they
20 knew or should have known contained false statements.
21
22

1 Y. CAUSE OF ACTION VIOLATION OF FAIR DEBT COLLECTION
2 PRACTICES ACT

3 5.1 Plaintiff repeats and realleges each and every item and allegation above as if
4 fully and completely set forth herein.

5 5.2 Defendant Litton became a debt collector under the Fair Debt Collection
6 Practices Act upon Defendant Litton's declaration alleging default by Plaintiff under the
7 subject loan obligation.

8 5.3 Defendant QLS and Litton have violated the Act through their use of false and
9 misleading representations as outlined above, in violation of §807 of the Fair Debt Collection
10 Practices Act.

11 5.4 A threat to take nonjudicial action to dispossess the Plaintiff of his residence
12 without a present right to possession by Defendant QLS, or any other named Defendant, is a
13 violation of §808 (6) of the Fair Debt Collection Practices Act.

14 5.4 Several named Defendants are jointly and severally liable as said Defendants
15 knowingly executed documents they knew or should have known contained false statements or
16 seeking to take nonjudicial action to which they were not legally entitled.

17 VI. CAUSE OF ACTION FOR LIBEL/DEFAMATION OF TITLE

18 6.1 Plaintiff repeats and realleges each and every item and allegation above as if
19 fully and completely set forth herein.

20 6.2 Defendant QLS made a false and defamatory statement against Plaintiff and the
21 title to Plaintiff's property by recording and publishing a Notice of Trustee's Sale when it had no
22 legal right to do so. Such action was not protected by any privilege, was the result of said
23 Defendant's malicious, reckless or negligent conduct, had the potential effect of defeating

1 Plaintiff's title, and had a prejudicial effect upon Plaintiff's reputation and damaged his ability to
2 negotiate with third parties in addition to other damages.

3 6.3 Several named Defendants are jointly and severally liable as said Defendants
4 knowingly executed and directed documents to Plaintiff, third parties or Defendant QLS at such
5 time as they knew or should have known said documents contained false statements.

6 VII. CAUSE OF ACTION FOR MALICIOUS PROSECUTION

7 7.1 Plaintiff repeats and realleges each and every item and allegation above as if
8 fully and completely set forth herein.

9 7.2 Defendant QLS embarked upon the above described course of conduct to
10 dispossess the Plaintiff of his residence with actual or imputed knowledge of the impropriety of
11 such action. The Defendant had no basis for a reasonable belief that the actions taken were
12 proper.

13 7.3 These actions described above were taken in reckless disregard of the rights of
14 the Plaintiff and sought to seize and put up for sale the Plaintiff's property giving rise to the
15 damages and injuries herein described.

16 7.4 Several named Defendants are jointly and severally liable as said Defendants
17 knowingly executed and directed documents to Defendant QLS at such time they knew or
18 should have known said documents contained false statements.

19 VIII. CAUSE OF ACTION FOR WRONGFUL FORECLOSURE

20 8.1 Plaintiff repeats and realleges each and every item and allegation above as fully
21 and completely set forth herein.

22 8.2 Defendant MERS did not at the time of the deed of trust was executed, nor at
any subsequent time thereafter, meet the definition of "Beneficiary" under RCW 61.24.005.

1 Therefore MERS cannot ever have the right to foreclose under the Deed of Trust nor legally
2 assign such right, since that right is reserved to the owner and holder of the subject
3 Promissory Note. It is Plaintiff's contention, based upon the foregoing, that the subject
4 transaction is nothing more than a sham and therefore the appointment of QLS as successor
5 trustee by MERS was invalid.

6 8.3 RCW 61.24.020 requires that only those deeds of trust that "secure the
7 performance of an obligation of the grantor or another to the beneficiary may be foreclosed
8 by trustee's sale." Plaintiff at no time was obligated to perform any obligation to MERS.

9 8.4 Defendants have violated the provisions of RCW 61.24.

10 8.5 Based upon the facts alleged herein the Defendants have engaged in a wrongful
11 foreclosure against the Plaintiffs for which the sale should be permanently enjoined.

12 IX. ACTION TO QUIET TITLE

13 9.1 The Plaintiff is the owner in fee, and is in possession of, the subject Property.

14 9.2 Plaintiff acquired his interest in the property by virtue of the events herein
15 described in that MERS was not a legitimate beneficiary under RCW 61.24.005 and further that
16 several Defendants have engaged in transactions that have irreparably severed the promissory
17 note from the deed of trust.

18 9.3 Plaintiff has been in the actual and uninterrupted possession of the Property since
19 the dates previously set forth.

20 X. PRAYER FOR RELIEF

21 10.1 That judgment be entered against all of the Defendants, jointly and severally,
22 for all damages in an amount to be proven at the time of trial;

1 10.2 That the actions of some or all of the Defendants be determined to be unfair and
2 deceptive business practices in violation of *RCW 19.86, et seq.* and that this Court award all
3 such relief to Plaintiff as they may be entitled, including treble damages and an award for costs
4 and attorneys fees;

5 10.3 That the Plaintiff be awarded consequential damages, including attorney's fees
6 incurred to bring this action and all other attorney's fees incurred in defending against the
7 actions of the Defendants described more particularly above, in an amount to be proved at
8 trial;

9 10.4 That the Plaintiff be awarded statutory damages available under any applicable
10 statutes; including without limitation *15 U.S.C. §1692* or any other statutory basis that may
11 emerge at trial.

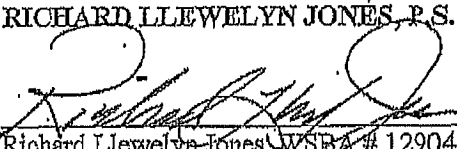
12 10.5 That Plaintiff's title to the Property be established and quieted in him in fee
13 simple, against any and all claims of the Defendants, or any of them;

14 10.6 That the Defendants, and each of them, be forever barred from having or
15 asserting any right, title, estate, lien, or interest in or to the property herein described adverse to
16 Plaintiff; and

17 10.7 That the Plaintiff have such other and further relief as may be just and equitable.

18 DATED this 27th day of June, 2010.

19 RICHARD LLEWELYN JONES, P.S.

20 
21 Richard Llewelyn Jones, WSBA # 12904
22 Attorney for Plaintiff